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Continental was substituted for the *Northam*, and notice thereof duly given. Several weeks later the *Northam* resumed running, the *Continental* being laid off, and was injured in a collision. Plaintiff claimed indemnity for the loss, but the insurance company repudiated liability, and action was brought on the policy to recover insurance. Held, on a close decision, two of the five judges dissenting, that, in the absence of specific notice of the resubstitution of the original steamer the policy still attached to the *Continental*, and did not reattach to the *Northam* from the mere fact of her having resumed her place.

Chattels of a Wife—Delivery to Husband and Investment—Insurance Rights of Creditors.—*Eggleston v. Slusher et al.*, 69 N. W. Rep. 310. A wife received moneys from relatives and delivered the same to her husband, who invested them in property in his own name. A portion was destroyed by fire and the insurance policy on it was assigned by the husband to the wife, ostensibly to repay her for a loan of the money; at this time the husband was insolvent. It was not proved that the delivery by the wife to the husband was considered as a loan nor that there was any agreement for its repayment. In a suit against the husband by creditors, held, that the money passed to the husband according to the law when he received it; that the subsequent assignment of the policy lacked consideration, and that the equities of the creditors would prevail over those of the wife.

Eminent Domain—Public Use.—*Bridal Veil Lumbering Co. v. Johnson*, 46 Pac. Rep. 790 (Or.). A lumbering company, incorporated also to construct a railroad for the benefit and use of the general public in transportation of passengers and freight, will be entitled to the exercise of the power of eminent domain, to complete their road which has already been extended for a few miles; although the part already in operation extends through a thinly settled and mountainous region, with no villages or other railroad at its terminals.

AGENCY.

Principal and Agent—Ratification of Unauthorized Act—Warehousemen—Lien of Storage—Replevin.—*Knight et al. v. Beckwith Commercial Co.*, 46 Pac. Rep. 1094 (Wy.). Company's agent made an unauthorized agreement to store plaintiff's goods without charge. The company retained possession of the goods for storage fees

without notifying party that it repudiated said agreement. Held, that the company did not have a warehouseman's lien for storage.

Real Estate Agent—Commission.—*Moses v. Helmke*, 41 N. Y. Supp. 557. A real estate broker is entitled to his commission provided he arranged for a sale satisfactory to his principal, although his principal later refused to consummate the sale and sold the property to other parties.

MISCELLANEOUS.

Monopolies—Combination of Patent Owners.—*National Harrow Co. v. Hench*, 76 Fed. Rep. 667, Circuit Court, E. D. Penn. A combination of patent owners, by which each manufacturer assigns to a corporation organized for the purpose the legal title to his patents and receives back an exclusive license to make and sell only the same style of articles as before, all parties being bound to sell at the same prices and on the same terms, is as much a monopoly as any other such combination.

Chinese Labor—What Constitutes.—*United States v. Sun*, 79 Fed. Rep. 450. That a Chinaman, member of a trading firm in which he had an interest, lived with some of the partners at their store and did housework for them, makes him a domestic servant and not a "laborer" for hire, and hence not liable to deportation under registration and deportation acts of 1892 and 1893.

Federal Jurisdiction—State Taxation of National Bank Stock—Injunction.—*Third Nat. Bank of Pittsburg v. Mylin, Auditor-General et al.*, 76 Fed. Rep. 385. Where a tax is sought to be levied against a national bank by State officers claiming under a State statute which is violative of the Fourteenth Amendment and of Sec. 5219 of the Revised Statutes of United States, a Federal court has jurisdiction to issue an injunction against such officers enforcing such tax.

Federal Courts—Following State Decisions.—*Ryan v. Staples*, 76 Fed. Rep. 721, Circuit Court of Appeals (Col.). A single decision by the highest court of a State declaring a judgment void and based on the principles of the common law and not on the construction of any statute, does not establish a rule of property